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Legal Forms & Services

FirstName LastName

NEVADA

POWER OF ATTORNEY

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The answers you provide in the questionnaire are incorporated in this document at your direction. The form was developed by attorneys based on the laws of your state. You are responsible for finalizing the document and having it reviewed by an attorney.

Finalizing a Power of Attorney in Nevada

After printing your document, you will need to finalize it. Below are the steps:

1. Print out your document
2. Review, initial, sign, and date in front of a notary
3. Have notary sign and date
4. Keep document in a safe place

Notice: Some state laws require the principal to initial or sign next to the powers they have granted in order for that power to be effective. To make sure you have initialed and/or signed in the correct places, you should review your form and your state's laws on powers of attorney requirements.

In addition, your agent may be required to verify their authority with a certification or affidavit, or provide specimen signatures before a party will honor your power of attorney.

NEVADA POWER OF ATTORNEY

OF FirstName LastName

THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY FOR FINANCIAL MATTERS. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:

1. THIS DOCUMENT GIVES THE PERSON YOU DESIGNATE AS YOUR AGENT THE POWER TO MAKE DECISIONS CONCERNING YOUR PROPERTY FOR YOU. YOUR AGENT WILL BE ABLE TO MAKE DECISIONS AND ACT WITH RESPECT TO YOUR PROPERTY (INCLUDING YOUR MONEY) WHETHER OR NOT YOU ARE ABLE TO ACT FOR YOURSELF.

2. THIS POWER OF ATTORNEY BECOMES EFFECTIVE IMMEDIATELY UNLESS YOU STATE OTHERWISE.

3. THIS POWER OF ATTORNEY DOES NOT AUTHORIZE THE AGENT TO MAKE HEALTH CARE DECISIONS FOR YOU.

4. THE PERSON YOU DESIGNATE IN THIS DOCUMENT HAS A DUTY TO ACT CONSISTENT WITH YOUR DESIRES AS STATED IN THIS DOCUMENT OR OTHERWISE MADE KNOWN OR, IF YOUR DESIRES ARE UNKNOWN, TO ACT IN YOUR BEST INTERESTS.

5. YOU SHOULD SELECT SOMEONE YOU TRUST TO SERVE AS YOUR AGENT. UNLESS YOU SPECIFY OTHERWISE, GENERALLY THE AGENT'S AUTHORITY WILL CONTINUE UNTIL YOU DIE OR REVOKE THE POWER OF ATTORNEY OR THE AGENT RESIGNS OR IS UNABLE TO ACT FOR YOU.

6. YOUR AGENT IS ENTITLED TO REASONABLE COMPENSATION UNLESS YOU STATE OTHERWISE IN THE SPECIAL INSTRUCTIONS.

7. THIS FORM PROVIDES FOR DESIGNATION OF ONE AGENT. IF YOU WISH TO NAME MORE THAN ONE AGENT YOU MAY NAME A CO-AGENT IN THE SPECIAL INSTRUCTIONS. CO-AGENTS ARE NOT REQUIRED TO ACT TOGETHER UNLESS YOU INCLUDE THAT REQUIREMENT IN THE SPECIAL INSTRUCTIONS.

8. IF YOUR AGENT IS UNABLE OR UNWILLING TO ACT FOR YOU, YOUR POWER OF ATTORNEY WILL END UNLESS YOU HAVE NAMED A SUCCESSOR AGENT. YOU MAY ALSO NAME A SECOND SUCCESSOR AGENT.

9. YOU HAVE THE RIGHT TO REVOKE THE AUTHORITY GRANTED TO THE PERSON DESIGNATED IN THIS DOCUMENT.

10. THIS DOCUMENT REVOKES ANY PRIOR DURABLE POWER OF ATTORNEY.

11. IF THERE IS ANYTHING IN THIS DOCUMENT THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.

1. DESIGNATION OF AGENT

I, FirstName LastName, do hereby designate and appoint:

Name: FirstName LastName
Address: 222 Street Address, City, Nevada 12345
Phone: 555-555-5555

as my agent to make decisions for me and in my name, place and stead and for my use and benefit and to exercise the powers as authorized in this document.

2. DESIGNATION OF ALTERNATE AGENT

If my agent is unable or unwilling to act for me, then I designate the following person to serve as my agent as authorized in this document, such person(s) to serve in the order listed below:

First Alternate Agent
Name: FirstName LastName
Address: 333 Street Address, City, Nevada 12345
Phone: 555-555-5555

Second Alternate Agent
Name: FirstName LastName
Address: 444 Street Address, City, Nevada 12345
Phone: 555-555-5555

3. OTHER POWERS OF ATTORNEY

This Power of Attorney is intended to, and does, revoke any prior Power of Attorney for financial matters I have previously executed.

4. NOMINATION OF GUARDIAN

If, after execution of this Power of Attorney, proceedings seeking an adjudication of incapacity are initiated either for my estate or my person, I hereby nominate as my guardian or conservator for consideration by the court my agent herein named, in the order named.

5. GRANT OF GENERAL AUTHORITY

I grant my agent and any alternate agent general authority to act for me with respect to the following subjects I have initialed below:

_____ Real Property

- _____ Tangible Personal Property
- _____ Stocks and Bonds
- _____ Commodities and Options
- _____ Banks and Other Financial Institutions
- _____ Safe Deposit Boxes
- _____ Operation of Entity or Business
- _____ Insurance and Annuities
- _____ Estates, Trusts and Other Beneficial Interests
- _____ Legal Affairs, Claims and Litigation
- _____ Personal Maintenance
- _____ Benefits from Governmental Programs or Civil or Military Service
- _____ Retirement Plans
- _____ Taxes

6. GRANT OF SPECIFIC AUTHORITY

My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent.)

- _____ Create, amend, revoke, or terminate an inter vivos, family, living, irrevocable or revocable trust
- _____ Make a gift, subject to the limitations of NRS and any special instructions in this Power of Attorney
- _____ Create or change rights of survivorship
- _____ Create or change a beneficiary designation
- _____ Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
- _____ Exercise fiduciary powers that the principal has authority to delegate

_____ Disclaim or refuse an interest in property, including a power of appointment

7. EXPRESSION OF INTENT CONCERNING LIVING ARRANGEMENTS

Initial the clause that applies:

_____ It is my intention to live in my home as long as it is safe and my medical needs can be met. My agent may arrange for a natural person, employee of an agency or provider of community-based services to come into my home to provide care for me. When it is no longer safe for me to live in my home, I authorize my agent to place me in a facility or home that can provide any medical assistance and support in my activities of daily living that I require. Before being placed in such a facility or home, I wish for my agent to discuss and share information concerning the placement with me.

It is my intention to live in my home for as long as possible without regard for my medical needs, personal safety or ability to engage in activities of daily living. My agent may arrange for a natural person, an employee of an agency or a provider of community-based services to come into my home and provide care for me. I understand that, before I may be placed in a facility or home other than the home in which I currently reside, a guardian must be appointed for me.

I desire for my agent to take the following actions relating to my care:

8. LIMITATION ON AGENT'S AUTHORITY

An agent that is not my spouse MAY use my property to benefit the agent or a person to whom the agent owes an obligation of support.

9. SPECIAL INSTRUCTIONS OR OTHER OR ADDITIONAL AUTHORITY GRANTED TO AGENT

Compensation (initial one):

_____ My agent is entitled to reasonable compensation for actions taken pursuant to this power of attorney.

My agent is not entitled to any compensation for actions taken pursuant to this power of attorney.

Other Instructions:

I do not have any additional instructions at this time

10. AUTHORITY OF PRINCIPAL

Except as otherwise expressly provided in this Power of Attorney, the authority of a principal to act on his or her own behalf continues after executing this Power of Attorney and any decision or instruction communicated by the principal supersedes any inconsistent decision or instruction communicated by an agent appointed pursuant to this Power of Attorney.

11. DURABILITY AND EFFECTIVE DATE

My agent shall only have the authority to act upon my later incapacity.

12. THIRD PARTY PROTECTION

Third parties may rely upon the validity of this Power of Attorney or a copy and the representations of my agent as to all matters relating to any power granted to my agent, and no person or agency who relies upon the representation of my agent, or the authority granted by my agent, shall incur any liability to me or my estate as a result of permitting my agent to exercise any power unless a third party knows or has reason to know this Power of Attorney has terminated or is invalid.

13. RELEASE OF INFORMATION

I agree to, authorize, and allow full release of information, by any government agency, business, creditor or third party who may have information pertaining to my assets or income, to my agent named herein.

SIGNATURE AND ACKNOWLEDGMENT

YOU MUST DATE AND SIGN THIS POWER OF ATTORNEY. THIS POWER OF ATTORNEY WILL NOT BE VALID UNLESS IT IS ACKNOWLEDGED BEFORE A NOTARY PUBLIC.

I sign my name to this Power of Attorney on _____ (date) at _____ (city),
_____ (state)

Signature of Principal: _____
FirstName LastName

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

(You may use acknowledgment before a notary public instead of the statement of witnesses.)

State of _____)

)ss.

County of _____)

On this _____ day of _____, in the year 20 _____, before _____ me,
_____ (name of notary) personally appeared FirstName LastName personally

known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that he or she executed it.

NOTARY SEAL

(Signature of Notary Public)

IMPORTANT INFORMATION FOR AGENT

1. Agent's Duties. When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the Power of Attorney is terminated or revoked. You must:

- (a) Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
- (b) Act in good faith;
- (c) Do nothing beyond the authority granted in this Power of Attorney; and
- (d) Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

FirstName LastName by (Your Signature) as Agent

2. Unless the Special Instructions in this Power of Attorney state otherwise, you must also:

- (a) Act loyally for the principal's benefit;
- (b) Avoid conflicts that would impair your ability to act in the principal's best interest;
- (c) Act with care, competence, and diligence;
- (d) Keep a record of all receipts, disbursements and transactions made on behalf of the principal;
- (e) Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and
- (f) Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

3. Termination of Agent's Authority. You must stop acting on behalf of the principal if you learn of any event that terminates this Power of Attorney or your authority under this Power of Attorney. Events that terminate a Power of Attorney or your authority to act under a Power of Attorney include:

- (a) Death of the principal;
- (b) The principal's revocation of the Power of Attorney or your authority;
- (c) The occurrence of a termination event stated in the Power of Attorney;
- (d) The purpose of the Power of Attorney is fully accomplished; or

(e) If you are married to the principal, your marriage is dissolved.

4. Liability of Agent. The meaning of the authority granted to you is defined in NRS 162A.200 to 162A.660, inclusive. If you violate NRS 162A.200 to 162A.660, inclusive, or act outside the authority granted in this Power of Attorney, you may be liable for any damages caused by your violation.

5. If there is anything about this document or your duties that you do not understand, you should seek legal advice.